



MEMORANDUM
OFFICE OF THE MANAGER

TO: Honorable Chairperson Barbara Carey-Shuler, Ed. D.
And Members of Board Of County Commissioner

DATE: November 12, 2003

FROM: 
George M. Burgess
County Manager

SUBJECT: FY 2003-2004
Developing Arts in Neighborhoods
(DAN) Program Recommendations
Recommendations

This item is being added on to expedite County funding support for the neighborhood based cultural organizations recommended to receive DAN grant support.

RECOMMENDATION

It is recommended that the Board approve the funding of 46 grants for a total of \$320,000 from the FY 2003-2004 Developing Arts in Neighborhoods Grants Program (DAN).

BACKGROUND

The FY 2003-2004 DAN Program Panel convened on October 15, 2003 to review 47 applications requesting \$462,378 for this grants program. The Panel recommended funding 46 applications for a total of \$320,000. The Cultural Affairs Council approved these recommendations at its October 22, 2003 meeting.

The DAN Program is designed to help arts groups develop management skills and establish short and long-range survival goals by providing funding and technical assistance support to small and emerging grassroots and neighborhood-based arts groups. These groups must present year-round activities directly to ethnic, inner city, rural or tribal, or other underserved audiences and communities and have an annual operating budget of less than \$100,000, based on the last completed fiscal year's operations. Activities may include concerts, performances, artists in residencies, and exhibitions or other projects, which would contribute to the overall cultural development of Miami-Dade County. This program strongly encourages applications from groups whose activities: 1) possess the potential to build audiences and sustained community or neighborhood support for the arts; 2) encourage people to include arts in their everyday lives; 3) are deeply rooted in the cultural life of a neighborhood or community; 4) preserve and embrace the indigenous heritage, traditions, customs, beliefs and/or rituals of a particular culture or ethnic group; and/or 5) enhance community development and/or revitalization efforts. In addition to receiving funding support, grantees participate in the Program's accompanying marketing workshop series.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) management capability; 3) organizational development; 4) impact on and involvement of Miami-Dade's multicultural community in the organization and program; 5) capacity to attract financial support from other private and public sources as evidenced in matching requirements and in-kind services; and 6) efforts leading to the long-term cultural enrichment of the area proposed to be served.

The organizations and projects recommended for funding reflect Miami-Dade County's ethnic, cultural, artistic and community diversity. Attached is a list describing the projects recommended for funding.

Funding for the Developing Arts in Neighborhoods Program is derived from General Fund revenues.

QTEl 11/12/03
Assistant County Manager




MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: December 16, 2003

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO.

RESOLUTION AUTHORIZING APPROVAL OF FORTY-SIX GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS' 2003-2004 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM TO AFRICAN CARIBBEAN AMERICAN PERFORMING ARTISTS (ACAPAI), INC.; ALHAMBRA MUSIC, INC. D/B/A ALHAMBRA ORCHESTRA; ALLIANCE FOR MUSICAL ARTS PRODUCTIONS; ARTS AT ST. JOHNS, INC.; ARTZ-N-THE-HOOD, INC.; BALLET ROSARIO SUAREZ CORPORATION; BET BREIRA, INC. - BET BREIRA GALLERY; CENTER FOR ARTISTIC AND CULTURAL EVENTS IN THE COMMUNITY, INC.; CENTER FOR EMERGING ART, INC.; CIBONEY TRIBE, INC.; CIRCULO LIRICO DE LA OPERA, INC.; CIVIC CHORALE OF GREATER MIAMI, INC.; COMMUNITY CONCERT ASSOCIATION F/A FOR THE EDGE THEATER; COMMUNITY PERFORMING ARTS ASSOCIATION, INC.; COMMUNITY THEATRE OF HIALEAH-MIAMI LAKES, INC.; COVE/RINCÓN INTERNATIONAL, INC.; DANCE ESAIAS, INC.; DANCE NOW! ENSEMBLE, INC.; DECO ECHO ARTISTS' DELEGATION D/B/A CENTER FOR FOLK AND COMMUNITY ART (CFCA); DIASPORA VIBE CULTURAL ARTS INCUBATOR, INC.; DIVA ARTS AND ENTERTAINMENT, INC.; GREATER MIAMI YOUTH SYMPHONY; HAITIAN CORPORATION FOR MUSICAL DEVELOPMENT; HARAMBEE, INC.; HOMESTEAD COMMUNITY CONCERT ASSOCIATION, INC.; IROKO DANCE AND PERFORMANCE CENTER, INC.; JUGGERKNOT THEATRE COMPANY; KAREN PETERSON AND DANCERS, INC.; LOCUST PROJECTS, INC.; MAL-JONAL PRODUCTIONS, INC.; MARTI ARTISTIC REPERTORY THEATER, INC.; MIAMI CLASSICAL GUITAR SOCIETY INC.; MIAMI CONTEMPORARY DANCE COMPANY; MIAMI DANCE MACHINE, INC.; MIAMI WATERCOLOR SOCIETY, INC.; MZ. GOOSE, INC.; NORTH MIAMI COMMUNITY CONCERT BAND; PROYECTO ARTE ACTUAL, INC.; SOCIEDAD CULTURAL DE SANTA CECILIA, INC.; SOUTH BEACH CHAMBER ENSEMBLE, INC.; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; SOUTH FLORIDA COMPOSER'S ALLIANCE F/A FOR ARTEMIS PERFORMANCE NETWORK; SUNSHINE JAZZ ORGANIZATION, INC.; TALENT ARTISTIC JUVENILE INC.; UNCONSERVATORY, THE, INC.; YELLOW TULIP PRODUCTIONS, INC. AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENTS AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum,
a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of forty-six (46) grants for a total of \$320,000.00 from the Department of Cultural Affairs' 2003-2004 Developing Arts in Neighborhood Grants Program as follows:

1.	African Caribbean American Performing Artists (ACAPAI), Inc.	\$6,909
2.	Alhambra Music, Inc. d/b/a Alhambra Orchestra	6,059
3.	Alliance for Musical Arts Productions	6,909
4.	Arts at St. Johns, Inc.	7,334
5.	Artz-N-The-Hood, Inc.	8,609
6.	Ballet Rosario Suarez Corporation	6,059
7.	Bet Breira, Inc. - Bet Breira Gallery	3,680
8.	Center for Artistic and Cultural Events in the Community, Inc.	6,484
9.	Center for Emerging Art, Inc.	9,883
10.	Ciboney Tribe, Inc.	9,034
11.	Circulo Lirico De La Opera, Inc.	5,040
12.	Civic Chorale of Greater Miami, Inc.	5,719
13.	Community Concert Association f/a for The Edge Theater	8,184
14.	Community Performing Arts Association., Inc.	4,700

15.	Community Theatre of Hialeah-Miami Lakes, Inc.	6,068
16.	Cove/Rincón International, Inc.	6,484
17.	Dance Esaias, Inc.	8,609
18.	Dance Now! Ensemble, Inc.	7,759
19.	Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)	9,034
20.	Diaspora Vibe Cultural Arts Incubator, Inc.	10,000
21.	Diva Arts and Entertainment, Inc.	8,184
22.	Greater Miami Youth Symphony	10,000
23.	Haitian Corporation for Musical Development	6,484
24.	Harambee, Inc.	6,484
25.	Homestead Community Concert Association, Inc.	4,719
26.	Iroko Dance and Performance Center, Inc.	6,059
27.	Juggerknot Theatre Company	5,040
28.	Karen Peterson and Dancers, Inc.	10,000
29.	Locust Projects, Inc.	9,034
30.	Mal-Jonal Productions, Inc.	6,484
31.	Marti Artistic Repertory Theater, Inc.	5,379
32.	Miami Classical Guitar Society Inc.	7,759
33.	Miami Contemporary Dance Company	5,719
34.	Miami Dance Machine, Inc.	5,059
35.	Miami Watercolor Society, Inc.	7,759

36.	Mz. Goose, Inc.	7,759
37.	North Miami Community Concert Band	6,484
38.	Proyecto Arte Actual, Inc.	6,909
39.	Sociedad Cultural de Santa Cecilia, Inc.	6,484
40.	South Beach Chamber Ensemble, Inc.	5,379
41.	South Florida Bluegrass Association, Inc.	5,719
42.	South Florida Composer's Alliance f/a for Artemis Performance Network	7,759
43.	Sunshine Jazz Organization, Inc.	9,034
44.	Talent Artistic Juvenile Inc.	4,360
45.	Unconservatory, The, Inc.	7,334
46.	Yellow Tulip Productions, Inc.	6,059

in substantially the form of one of the agreements attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner , and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson


Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrian D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 1 African Caribbean American Performing Artists (ACAPAI), Inc.**
585 Northwest 94 Street, Miami, FL 33150
Organization Established in 1992

\$6,909

ACAPAI On Tour

Funds are requested to support the annual "ACAPAI On Tour." This year-round program presents a series of multicultural activities and workshops in the areas of visual art, dance, theater, arts and crafts and puppetry. Performances and workshops will be presented at the Joseph Caleb Auditorium, local schools, various assisted living facilities and Miami-Dade County housing developments.

- 2 Alhambra Music, Inc. d/b/a Alhambra Orchestra**
3250 Mary Street, Suite 400, Coconut Grove, FL 33133
Organization Established in 1995

\$6,059

Fourteenth Concert Season

Funds are requested to support the 2003-2004 season of seven public performances of orchestral music and the continued development of one of the County's few active adult community orchestras. This year, the company seeks continue its development with an emphasis on improving the musical quality of the group, promoting concerts to a wider, more diverse audience and collaborating with schools and other community organizations. The orchestra will perform core programs at its new location at Ransom Everglades School in Coconut Grove.

- 3 Alliance for Musical Arts Productions**
5020 Northwest 197 Street, Miami, FL 33055
Organization Established in 1993

\$6,909

Musical Arts, Theater and Tutoring (M.A.T.T.) Program

Funds are requested to support the 2003-2004 Musical Arts Theater and Tutoring (M.A.T.T.) program for at-risk youth between the ages of 10-17 in the Opa-Locka area. This free, 12 month theatrical training program will focus on all aspects of theater and musical arts, with participants producing two fully staged productions at the Joseph Caleb Auditorium.

- 4 Arts at St. Johns, Inc.**
4760 PineTree Drive, Miami Beach, FL 33140
Organization Established in 2000

\$7,334

Neighbors in Residence

Funds are requested to support the 2003-2004 "Neighbors in Residence" program, a year-round arts program which will take place on the grounds of St. John's Church in mid-Miami Beach as well as other Miami Beach-based facilities, when necessary. This program seeks to provide local artists with training and administrative experience as they develop cultural programming for their community. This year's program will include presentations from groups presenting a variety of musical presentations, such as rock, hip hop and jazz classics.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

5 Artz-N-The-Hood, Inc.
2270 N.W. 72 Street, Miami, FL 33147
Organization Established in 1994

\$8,609

Stage Left Productions: Urban Entertainment and Technology Workforce Devel

Funds are requested to support "Stage Left Productions: Urban Entertainment and Technology Workforce Development Program." This nine month after school theater technology program is designed to teach twenty at-risk high school youth basic skills in the areas of lighting, sound, stage and craft production, theater management and public relations. Program participants will produce and participate in a series cultural events that will be presented at the Carrie P. Meek Senior and Cultural Center in Miami.

6 Ballet Rosario Suarez Corporation
1067 Southwest 27 Avenue, Miami, FL 33135
Organization Established in 1999

\$6,059

2003-2004 Ballet Season

Funds are requested to support the 2003-2004 season which will highlight a wide variety of dance repertoire and styles. This season include performances of well-known works such as "Esmeralda," "Cecilia Valdes," and a dance showcase featuring selections from traditional ballet repertoire and contemporary works. Performances will take place at various locations throughout Miami-Dade, including Little Havana, North Miami Beach and Sweetwater.

7 Bet Breira, Inc. - Bet Breira Gallery
10260 Southwest 92 Terrace, Miami, FL 33176
Organization Established in 1975

\$3,680

Bet Breira Gallery

Funds are requested to support the 2003-2004 season of exhibitions at the Bet Breira Gallery at Bet Breira Congregation in Kendall. The Bet Breira Art Gallery is a public art gallery that provides monthly art exhibits featuring the works of more than 300 local, national and international individual artists. This program will provide members of the surrounding community with access to high quality gallery exhibitions on a year round basis.

8 Center for Artistic and Cultural Events in the Community, Inc.
11311 Southwest 154 Street, Miami, FL 33157
Organization Established in 2002

\$6,484

Neighborhood Artistic and Cultural Events 2004

Funds are requested to support the production of a cultural arts festivals series throughout the year. The Center for Artistic and Cultural Events in the Community was founded to develop high quality arts programs, projects and events for residents and visitors of Southwest Miami-Dade County.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 9 **Center for Emerging Art, Inc.**
800 West Avenue #737, Miami Beach, FL 33139
Organization Established in 1995

\$9,883

ART into the 21st Century Annual Programming for 2003-2004

Funds are requested to support the Center for Emerging Art's comprehensive schedule of 2003-2004 season of cultural activities which include theater, music, films, poetry, and live performances. Funds will be used to offset costs related to artistic and administrative salaries. The Center for Emerging Art will continue to cultivate its mission by promoting the arts and further develop a cross cultural interaction of our diverse community.

- 10 **Ciboney Tribe, Inc.**
8614 S.W. 148 Place, Miami, FL 33193
Organization Established in 1998

\$9,034

Opia-Gua-Ciboney: The Spirit of Ciboney

Funds are requested to support a series of twenty folk musical and dance presentations by the Ciboney Tribe, which will be produced and hosted by historian, artist and Ciboney descendant Jorge Luis Salt. The performances will take place throughout Miami Dade County at a variety of neighborhoods and venues such as the Miami Art Museum, Little Havana ("Viernes Culturales"), Camelia Art Center, the Cuba Nostalgia Festival, Miami-Dade County Downtown Library and participating Miami-Dade Public Schools.

- 11 **Circulo Lirico De La Opera, Inc.**
981 Northwest 5 Street, Miami, FL 33128
Organization Established in 1996

\$5,040

2003-2004 Opera Season

Funds are requested to support the 2003-2004 opera season featuring three concerts showcasing well-known classical musical selections. A program of music from opera and Spanish zarzuelas will be performed at the Manuel Arttime Theater in Little Havana, and two performances of arias and songs at Saint Michael's Catholic Church in Miami. These community opera presentations will feature some of Miami-Dade County's most outstanding local vocal artists, allowing them an opportunity to showcase their talents to an under served audience.

- 12 **Civic Chorale of Greater Miami, Inc.**
1172 South Dixie Highway, #326, Coral Gables, FL 33146
Organization Established in 1985

\$5,719

2003-2004 Gala Concert Season

Funds are requested to support the production of five performances and three free music reading sessions of diverse choral literature, most of which will take place in and around Coral Gables. Repertoire will include classical works accompanied by string ensembles, a multicultural holiday music, the Christmas portion of the well-known "Messiah," light popular and love songs as well as several works by contemporary composers living and working in Miami-Dade County and throughout Florida.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

13 Community Concert Association f/a for The Edge Theater

\$8,184

35 Northeast 40 Street, Miami, FL 33137

Organization Established in 1956

Ten Plays on One Hundred Nights

Funds are requested to support a season of multicultural theater in the Miami Design District. The Edge Theater will produce ten theatrical productions, with nine to fifteen performances of each piece. The plays will showcase the works of Hispanic, African-American, Asian and American playwrights. Three of this season's plays will be South Florida premieres, and include humor, drama and comedy.

14 Community Performing Arts Association, Inc.

\$4,700

15250 Southwest 108 Avenue, Miami, FL 33157

Organization Established in 2001

Arts in the Street

Funds are requested to support the "Arts in the Street" project, an outdoor concert/festival series in Sweetwater. These outdoors festivals will be held on a quarterly basis throughout the year and will feature visual art exhibits, music, arts and crafts, ethnic foods and dance presentations that celebrate the Hispanic heritage of the Sweetwater community.

15 Community Theatre of Hialeah-Miami Lakes, Inc.

\$6,068

7433 Big Cypress Drive, Miami, FL 33014

Organization Established in 1987

Main Street Players Productions

Funds are requested to support the 2003-2004 season of the Main Street Players Community Theater, located in Miami Lakes. This season will include five full-scale theatrical productions as well as a children's dramatic workshop series. All performances and workshops will take place at the company's new home, the Main Street Playhouse, in downtown Miami Lakes.

16 Cove/Rincón International, Inc.

\$6,484

P.O. Box 65-4710, Miami, FL 33265

Organization Established in 1995

2003-2004 Season

Funds are requested to support the 2003-2004 season of events which includes monthly presentations by local, national and international artists at Florida International University - South Campus and Kendall, education and outreach programs and the publication of the organization's quarterly magazine. The organization, founded in 1995, is dedicated to fostering collaborations among artists by providing them with a forum to showcase and create their work.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 17 **Dance Esaias, Inc.** **\$8,609**
1155 Southwest 6 Street, 2nd Floor, Miami, FL 33130
Organization Established in 1997

Bliss/Dance Esaias' Seventh Season

Funds are requested to support the seventh season of Dance Esaias, whose mission is to educate, promote and develop new styles of contemporary dance through collaborative and individual efforts. This season, the company will present "Bliss," a series of new modern dance works about angels culminating in a full evening performance; "Water Experiment Two (W.E.T.)," an annual summer outreach performance/mentorship program for choreographers; and "Subversive Sundays," which will take place on the last Sunday of every month with performances of new works by Dance Esaias and other local choreographers. Performances and workshops will take place in East Little Havana and Miami Beach.
- 18 **Dance Now! Ensemble, Inc.** **\$7,759**
P.O. Box 416525, Miami Beach, FL 33141
Organization Established in 1998

2002-2003 Dance Now! Season

Funds are requested to support the 2003-2004 season of the Dance Now! Ensemble, which includes the Annual Concert Season, the Miami Beach Dance Festival in North Beach, various in-studio performances and community outreach programs. This season of activities intends to support the Dance Now! Ensemble's mission to create and develop a permanent voice in contemporary modern dance-theatre that is identifiable with South Florida, build community, promote diversity and help audiences gain an insight and deeper understanding of dance as an art form.
- 19 **Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)** **\$9,034**
1800 Michigan Avenue, #3, Miami Beach, FL 33139
Organization Established in 1988

Telling Stories Through Visuals Workshop and Movable Mural/Tapestry Exhibi

Funds are requested to support the year-round creative writing/drawing workshop series and traveling mural exhibition, "Telling Stories Through Visuals Workshops." The 2003-2004 series will include "I Didn't Mean to Hurt You ... Teen Date Abuse," a display of stories and artwork created by teenagers who relate experiences with verbal, physical and sexual abuse; "Everyone Should Have a Home," a display of artwork and stories relating to the experiences of life on the street; and "Living with HIV/AIDS," a movable mural of artwork and stories by people of all ages who are infected and affected by the HIV virus.
- 20 **Diaspora Vibe Cultural Arts Incubator, Inc.** **\$10,000**
686 Northeast 56 Street, Miami, FL 33137
Organization Established in 1998

Caribbean Crossroads Series

Funds are requested to support the 2003-2004 season of events for the gallery, located in the Miami Design District. The organization, dedicated to support new and emerging Caribbean and Hispanic artists, will present six mini-residencies and feature their work during the gallery's "Final Friday" events. In addition, the organization will host multiple open forum gallery events throughout the year, offer free workshop space for new and emerging artists and present a lecture series for artists and residents of the area.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

21 Diva Arts and Entertainment, Inc.

4331 Northwest 194 Street, Miami, FL 33055

Organization Established in 1999

\$8,184

General Program Support

Funds are requested to support general operating costs for this organization, dedicated to providing cultural awareness, technical dance expertise, performance opportunities and social interaction skills to at-risk youth and young dancers. Funds will be applied towards the hiring of a part-time administrator/program coordinator to assist in identifying and accessing resources to take this company to the next level of its potential. Funds will also support dancer salaries affiliated with professional performers who are a part of this company and its artistic portfolio.

22 Greater Miami Youth Symphony

P.O. Box 43-1125, Miami, FL 33143

Organization Established in 1976

\$10,000

2003-2004 Concert Series of the Greater Miami Youth Symphony

Funds are requested to support the Greater Miami Youth Symphony's Concert Series, part of the Greater Miami Youth Symphony 52nd season. This year, the GMYS will present a three full orchestra concerts consisting of a Holiday Concert, a United Symphonies Concert and a Season Finale. All concerts will be performed by the young musicians of the Greater Miami Youth Symphony and include collaborations with other artists and presenters in the community.

23 Haitian Corporation for Musical Development

19477 Northeast 10 Avenue, Suite 103, Aventura, FL 33179

Organization Established in 1996

\$6,484

General Support Program

Funds are requested to support the administrative, artistic, and marketing efforts affiliated with the 2003-2004 season, which includes a series of programs such as the SYMPATHY after-school program, an instrumental music training program for disadvantaged children; the Young Performers Recital Series, which showcases accomplished young musicians of African-descent in a series of family concerts; and the continuation of the company's Concert Series and the annual Walenstein Youth Piano Competition.

24 Harambee, Inc.

P.O. Box 972883, Miami, FL 33197

Organization Established in 1998

\$6,484

"Sandra Smiles" and "All Art" Projects

Funds are requested to support the artistic, marketing, and administrative expenses of the organization's 2003-2004 year-round programs, "Sandra Smiles" and "All Art." These programs provide a series of free West African dance, drumming instruction and weekly visual art classes for children in the Overtown area. All sessions will take place at Gibson Park and are free of charge to all participants.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 25 Homestead Community Concert Association, Inc.**
P.O. Box 901082, Homestead, FL 33090
Organization Established in 1977

\$4,719

2003-2004 Concert Season

Funds are requested to support the 2003-2004 concert season of the Homestead Community Concert Association. This year, the HCC Association will present a variety of vocal and instrumental performances featuring classical, contemporary pop, jazz sounds, rock and musical theater. In 2004, the HCC Association will implement an aggressive marketing campaign in an effort to expand their audience base.

- 26 Iroko Dance and Performance Center, Inc.**
P.O. Box 402504, Miami Beach, FL 33140
Organization Established in 1997

\$6,059

2003 - 2004 Season

Funds are requested to support the 2003-2004 season which will feature a series of performances celebrating ethnic dance and music created by both established and emerging choreographers. This year, the program will include four performances at area schools, mini-residencies and various performances at Miami Beach's "2nd Thursdays" events.

- 27 Juggerknot Theatre Company**
104 Santander Avenue, Coral Gables, FL 33134
Organization Established in 2000

\$5,040

Juggerknot Theatre Company 2003-2004 Season

Funds are requested to support a season of theatrical productions and workshops committed to showcasing young local talent by presenting original and experimental theater. Works presented will include "Bump is Back," "Fresh," and a new play produced by students of the New World School of the Arts theater department. All performances are scheduled to take place at PS 742 in Little Havana.

- 28 Karen Peterson and Dancers, Inc.**
11760 S.W. 72 Avenue, Miami, FL 33156
Organization Established in 1986

\$10,000

The 14th Annual Dance Cultural Season at Excello

Funds are requested to support general operating costs associated with the creation and production of Karen Peterson and Dancers 14th season of dance. The company will present six performances, including collaborations with children's music organizations, movement improvisational theater pieces, a young choreographers showcase and the Peterson and Dancers Company performing contemporary works from the repertory. All performances will take place at the company's performance facility, the Excello Dance Space, located in Pinecrest.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

29 Locust Projects, Inc.

\$9,034

*105 Northwest 23 Street, Miami, FL 33127
Organization Established in 1998*

2003-2004 Exhibition Series

Funds are requested to support the Locust Projects 2003-2004 exhibition series, a contemporary visual art series that provides exhibition opportunities and public exposure for experimental visual artwork created by local emerging artists. All of the exhibitions will be held at the Locust Projects' warehouse gallery in Wynwood, located near the Miami Design District.

30 Mal-Jonal Productions, Inc.

\$6,484

*16713 Southwest 107 Place, Miami, FL 33157
Organization Established in 1978*

Mal-Jonal Theater Season 2003-2004

Funds are requested to support the presentation of three theatrical performances targeted for Miami-Dade County school-aged children. The three programs will highlight multicultural education and literacy under the umbrella of a student enrichment project. Performances will take place at Coral Reef Senior High School Auditorium, the Joseph Caleb Auditorium and Richmond Heights Middle School Auditorium.

31 Marti Artistic Repertory Theater, Inc.

\$5,379

*420 Southwest 8 Avenue, Miami, FL 33130
Organization Established in 1988*

2003-2004 Theater Season

Funds are requested to support the 2003-2004 performing arts series at the historic Teatro Marti in Little Havana and various public schools. The company will present the plays "Don Juna Tenorio" and "The Music of the Fifties." In addition, the company will work with area students and present three children's performances, including "The Pink Little Shoes," "Halloween Show" and the annual Christmas program.

32 Miami Classical Guitar Society Inc.

\$7,759

*10630 Southwest 126 Avenue, Miami, FL 33186
Organization Established in 1988*

2003-2004 Guitar Concert Series

Funds are requested to support the 2003-2004 Guitar Concert Series which will take place at the Wolfson Campus of Miami-Dade College, located in downtown Miami. The series will feature a number of world renowned guitarists such as Alvaro Pierri from Argentina, Ileana Matos from Spain, local guitarists Rafael Padron and Carlos Molina and Dimitri Ullianorov, winner of the Guitar Foundation of America International Guitar Competition.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 33 Miami Contemporary Dance Company** **\$5,719**
P.O. Box 398256, Miami Beach, FL 33239
Organization Established in 2000

2003-2004 Major Performance Season

Funds are requested to support the 2003-2004 performance season of contemporary dance which include three major programs: "Aria" in November 2003, "Reflections in a Frame" in April 2004 and "When No One is Watching" in June 2004. Performances are scheduled to take place in various locations throughout Miami and Miami Beach. These performances continue the company's goal to build audiences that support contemporary dance in Miami and bring it to its highest level.
- 34 Miami Dance Machine, Inc.** **\$5,059**
6255 Southwest 8 Street, Miami, FL 33144
Organization Established in 2001

2003-2004 School Outreach Program

Funds are requested to support the Miami Dance Machine's School Outreach program. This program, initiated in the 2002-2003 school year, is designed to introduce school-aged youth to DanceSport, the artistic and athletic expression of partnership dancing which includes, but is not limited to, Latin dance, ballroom and swing. The company will visit six schools and present a free lecture demonstration and performance in an effort to gather interest from students for this specialized style of dance.
- 35 Miami Watercolor Society, Inc.** **\$7,759**
8738 S.W. 114 Place, Miami, FL 33173
Organization Established in 1974

Annual Program of Demonstrations, Workshops and Exhibitions

Funds are requested to support the 2003-2004 season, featuring a series of exhibitions and public workshops conducted by nationally recognized watermedia artists. Watermeida artists will demonstrate their work at the organization's monthly meetings and serve as jurors on the organization's selection committee for exhibitions. In addition, the Miami Watercolor Society provides student exhibitions, senior citizens' activities and produce publications about the art form.
- 36 Mz. Goose, Inc.** **\$7,759**
10203 S.W. 169 Terrace, Miami, FL 33157
Organization Established in 1994

Oral History Research and Exhibition of the West Perrine Pioneers IV

Funds are requested to support phase six of the Oral History Research and Exhibition of West Perrine Pioneers. The exhibition highlights the migration of pioneers to Perrine and includes information on the economic conditions, social life and survival skills encountered during the years of the community. Twelve residents with firsthand knowledge about the pioneers will be identified and reflected in the exhibit. Ongoing exhibits will be held throughout the County.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 37 North Miami Community Concert Band**
5265 Northeast 4 Terrace, Fort Lauderdale, FL 33334
Organization Established in 1982

\$6,484

2003-2004 Concert Series

Funds are requested to support the 2003-2004 season of ten concerts which include light classics, marches, overtures, show tunes and music from the "Big Band" era. Performances are scheduled to take place at a number of neighborhood venues, including the Gwen Margolis Community Center, Griffing Park and Florida International University - North Miami Campus. The orchestra will also produce its annual Fourth of July Concert and fireworks display at FIU - North Campus.

- 38 Proyecto Arte Actual, Inc.**
4040 Northeast 2 Avenue, 2nd Floor, Miami, FL 33137
Organization Established in 2002

\$6,909

D.A.S.H. to Moore

Funds are requested to support the "D.A.S.H., Skip and a Jump to the Moore" program whereby approximately students (ages 14-18) attending Design and Architecture High School will engage in weekly lectures, workshops guided tours and special events related to ongoing exhibits at the Moore Space. The gallery, located in the Design District, exhibits contemporary art of the Caribbean basin.

- 39 Sociedad Cultural de Santa Cecilia, Inc.**
7860 S.W. 32 Street, Miami, FL 33155
Organization Established in 1996

\$6,484

2002-2003 Santa Cecilia Music Concerts and Cultural Gatherings

Funds are requested to support the fine arts programs and administration of the Santa Cecilia Cultural Society in season 2003-2004. This year' program include monthly artists' showcases, cultural education programs, annual prized contests in art, literature, and poetry, as well as the annual concert series. The concert series will be held at Florida International University - University Park Campus and will be featuring Miami's most prominent Hispanic music artists as well as emerging musicians.

- 40 South Beach Chamber Ensemble, Inc.**
1300 Pennsylvania Avenue, #8C, Miami Beach, FL 33139
Organization Established in 2001

\$5,379

Music in Beautiful Spaces - First Sundays

Funds are requested to support the 2003-2004 season of outreach performances for the South Beach Chamber Ensemble. Three performances will be held at the Central Presbyterian Church in Miami. This the company's first venture outside of Miami Beach, the company's base of operations and programming.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

- 41 **South Florida Bluegrass Association, Inc.**
256 South Coconut Lane, Miami Beach, FL 33139
Organization Established in 1973

\$5,719

Twelve Monthly Bluegrass Music Festivals

Funds are requested to support the 2003-2004 series of monthly mini-festivals featuring local and nationally known bluegrass musicians. These festivals will be held on the first Sunday of every month (second Sunday on major holiday weekends) at grounds of the Ives Estates Optimist Club in North Miami Beach.

- 42 **South Florida Composer's Alliance f/a for Artemis Performance Network**
P.O. Box 01-2346, Miami, FL 33101
Organization Established in 1999

\$7,759

PS 742 Artemis Projects

Funds are requested to support projects taking place at PS 742, located in Little Havana. Projects include Surreal Saturdays, a monthly multidisciplinary event curated by guest artists and producers, and the PS 742 Performance Series, a collaborative effort with various arts organizations showcasing dance, music and theater performances.

- 43 **Sunshine Jazz Organization, Inc.**
1330 Northwest 93 Street, Miami, FL 33147
Organization Established in 1986

\$9,034

The 14th Annual Jazz on Wheels and Jazz Jams for Youths

Funds are requested to support the 2003-2004 educational outreach programs, "Jazz On Wheels" and "Jazz Jams for Youth." These programs are designed to promote jazz education for all ages and includes knowledge of the history, rhythm and instruments while cultivating both an awareness and appreciation for the indigenous American classical art form of jazz.

- 44 **Talent Artistic Juvenile Inc.**
6920 West 2 Way, Hialeah, FL 33014
Organization Established in 1992

\$4,360

Future Ladies of America and The Project of Love

Funds are requested to support the "Future Ladies of America" and the "Project of Love" series. The "Future Ladies of America" is designed to enhance the cultural and social development of young ladies ages 13-15. Participants receive performance, training, career planning and drug prevention seminars. The Project of Love is the community service component of the project where the "Future Ladies of America" members visit and perform at senior centers, homeless shelters and churches.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2003-04
Award*

45 Unconservatory, The, Inc.

\$7,334

8035 Southwest 26 Street, Miami, FL 33155

Organization Established in 1992

2003-2004 Season of Events

Funds are requested to support a series of concert performances and educational activities to be held at various venues throughout Miami-Dade County. Events will be presented featuring professional and student performers from Miami-Dade and surrounding counties. Concerts will feature acoustic ensembles, including solo and duo piano, jazz trio and quartet, and chamber orchestra and two piano performances.

46 Yellow Tulip Productions, Inc.

\$6,059

1928 Hayes Street, Hollywood, FL 33020

Organization Established in 1993

Yellow Tulip Productions Season

Funds are requested to support Yellow Tulip Productions season which includes the Traditions Folklife Fieldwork Project and the Meet the Artists series. The projects are designed to increase literacy among elementary school students, document Florida's cultural history, introduce professional artists to under served populations and promote the work of local artists.

**MIAMI-DADE COUNTY CULTURAL AFFAIRS COUNCIL
FY 2003-04 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM
GRANT AGREEMENT**

The Miami Dade County Department of Cultural Affairs and Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County will award the grant described herein in to (hereinafter referred to as the Grantee) in consideration for the Grantee's agreement to abide by all the following terms and considerations set forth in Articles I, II, III, IV & V and the Exhibits herein referenced.

**ARTICLE I
DESCRIPTION OF GRANT**

1. Grantee:

, FL

2. Total Amount of Grant:

3. Project Description: (See Exhibit I, attached hereto.)

4. Itemized Budget: (See Exhibit 2A & 2B, attached hereto.)

5. Expenditure Deadline: September 30, 2003

6. Report Deadline: Within 45 days of project completion or November 14, 2004, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS on the

_____ day of _____, 20____

BY _____

Clerk, Miami-Dade County Commission

Miami-Dade County Manager/Designee

GRANTEE:

on the _____ day of _____, 20____

Federal Identification # _____

(Grantee's Corporate Seal)

BY _____

Printed Name of Chairman or President

Signature

BY _____

Printed Name of Chief Fiscal Officer

Approved for form and
legal sufficiency:

Signature

Assistant Miami-Dade County Attorney

BY _____

Printed Name of Executive Director

Signature

ARTICLE II

GENERAL CONDITIONS

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee;

1. **Parties**: The parties to this Agreement are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. Miami-Dade County has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, or his designee, who shall be referred to herein as the "Director."

2. **Amount of Grant**: The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee subsequent to the approval of the award by the Miami-Dade County Mayor and Board of County Commissioners, subject to the conditions and limitations as may be outlined in this Agreement. Miami-Dade County's obligation to pay this grant award is contingent upon the availability of funds.

3. **Project Description**: The Grantee may only use the grant for the purposes which are specifically described in Article I.3, designated "Project Description," as documented and attached hereto specifically as Exhibit I, and which corresponds to the information in the Grantee's application and/or request for County Financial Assistance to the Department of Cultural Affairs and for the grant program purpose as defined and stipulated in Exhibit I, attached hereto, and in the program guidelines of the grant program from which this grant is being awarded. Further, it is expressly understood and agreed, that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Section IV, "Special Conditions," of this Agreement.

Project revisions necessary for the purpose of completing the project, which substantially alter the original project, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's review. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget**: The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under this Agreement. This budget is attached hereto as Exhibits 2A and 2B. Further, Grantee agrees that all expenditures will be subject to the terms of this Agreement as specified in Exhibits 2A and 2B and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five (25%) per project line item, so long as expenditures do not exceed the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

5. **Grant Expenditure Deadline**: The Grantee shall encumber all grant and matching funds on or before the Grant Expenditure Deadline as outlined in Article I.5. Any grant funds not encumbered by the Expenditure Deadline or for which a project extension has not been requested, shall revert to the Department of Cultural Affairs and this Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the expiration of the grant period. The Director, at his discretion, may grant an extension of up to one (1) year of the Expenditure Deadline so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline**: To demonstrate that the grant award has been used in accordance with the Project Description and Project Budget information as outlined in Exhibits I, 2A and 2B and met and fulfilled all requirements as outlined in this Agreement, exhibits, original application and/or funding request and/or other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director according to the schedule outlined in Article I.6. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also request that a

compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

Grantee shall attach to said Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in Exhibit 2B as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the event that the Grantee fails to submit the required Final Report according to the schedule outlined in Article I.6., the Director may terminate this Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. Program Monitoring and Evaluation: The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities. Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement, not fulfilling other Grants program requirements, stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, then the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of this Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice from the Director, then the Director, at his discretion, may take other actions which may include reduction or rescission of the grant award, or withholding grant funds until such time as the Grantee can demonstrate that such issues have been corrected. Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs Grants Programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. Bank Accounts and Bonding: Monies received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds. All persons authorized to withdraw funds from the grant award account must be bonded by a reputable licensed firm.

9. Accounting and Financial Review: The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the occurrence of the Expenditure Deadline specified in Article I.5; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. Publicity and Credits: The Grantee must include the following credit line in all promotional marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

Grantees are also encouraged to use the "Tropiculture" logo stat in marketing and publicity materials. (Please call the Department of Cultural Affairs to request the stat sheet if one has not been included with this Agreement package.)

11. Liability and Indemnification: It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of this Agreement, the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. Assignment: The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. Compliance with Laws: It shall be a contractual obligation of the Grantee hereunder, that during the term of this Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and terms of grants to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code – Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;

- (4) Title IV, Telecommunications;
- (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation;
- (k) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et. Seq.).

The Grantee has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto. See Affidavits for specific provisions and declarations described.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of this Agreement, its attachments referenced herein as "Exhibits," the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received. In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of this Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives the notice in writing of the breach of this Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in this Agreement, are to be repaid by delivering to the Director, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

16. **Written Notices:** Any written notices required under this Agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Grantee at the address specified in Article I.1 of this Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in This Agreement:** Captions as used in this Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III

INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workmen's Compensation Insurance for all employees of the Grantee as required by Florida Statute 44.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV

TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V

SPECIAL CONDITIONS

The grant awarded to this Grantee is the result of an extensive public review process, which found that the Grantee is performing a public purpose through the programs, projects, and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow Miami-Dade County to seek remedies including, but not limited to those outlined in the Articles and Exhibits of this Grant Agreement.

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT I: REVISED PROJECT NARRATIVE

The Project Narrative/Description is a complete description of the proposed project or event as on the original application and approved by the program panel. Please include the number of events, participants, locations and audience to be served. Also, please include a brief statement indicating how this event will be made available to the public.

Project Title:

Activity Dates:

Narrative/Description:

Necessary changes in the program (if any):

EXHIBIT 2A: REVISED PROJECT BUDGET

NOTE: Total project expenses and revenues must equal.

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MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS

EXHIBIT 2B: REVISED GRANT AWARD BUDGET

Itemized cash expenses to be expended from grants award. Expenditures must equal the total amount of the grant award as listed on the cover sheet. Round amounts to the nearest dollar (do not show cents).

NOTE: The items specified in this budget must correspond with the Grant Dollars Allocated column of the Project Expense Budget on your original application form.

	GRANT AWARD
PERSONNEL	
ADMINISTRATIVE:	_____
ARTISTIC:	_____
TECHNICAL:	_____
OUTSIDE ARTISTIC FEES:	_____
OUTSIDE OTHER FEES:	_____
MARKETING/PUBLICITY	_____
PRINTING	_____
POSTAGE	_____
IN COUNTY TRAVEL	_____
OUT OF COUNTY TRAVEL	_____
EQUIPMENT RENTAL	_____
EQUIPMENT PURCHASE	_____
SPACE RENTAL	_____
INSURANCE	_____
UTILITIES	_____
SUPPLIES/MATERIALS	_____
OTHER COSTS (ITEMIZE):	_____
_____	_____
_____	_____
_____	_____
TOTAL GRANT AWARD:	_____